

Port of Grays Harbor

Terminal Tariff No. 1

Cancels and Replaces Terminals Tariff No. 61

Naming:

Rates, Charges, Rules and Regulations For Port and Marine Terminal Services
Performed at the Port of Grays Harbor

Issued By:

Port of Grays Harbor Commission
P. O. Box 660
Aberdeen, WA 98520



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INTRODUCTION

RULE 34-100

SUBRULE 101

List of Abbreviations and Reference Marks:

Issued: 7/8/94

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Explanation of Symbols Used Herein

Symbol	Explanation
A	Increase
C	Change, neither increase or decrease
E	Expiration
I	New initial matter
N	Reissued matter
R	Reduction
\$	Dollars
%	Percent
/	Assessed per

Explanations of Abbreviations Appearing In Tariff

Common abbreviations appearing in this tariff have the same force and effect as if the words were written in full. Some other, perhaps less common, abbreviations have the meaning shown below:

BBL Barrel	LH Labor Hour Charges
B.M. Board Measure	L.O.A. Length over all
Cu. Ft. Cubic Foot or Feet	MBM 1000 Ft. Board Measure
CFS Container Freight Station	MT Metric Ton
CY Container Yard	N/A Not Applicable
Cwt. Hundred Weight (100 lbs.)	No. Number
ER Equipment Rental Charges	NOS Not Otherwise Specified
F.B.M. Foot Board Measure	S.U. Set Up
F.M.C. Federal Maritime Commission	ST-st 2,000 lbs. or Short Ton
Ft. Foot or Feet (12 inches)	Sq. Ft. Square Foot or Feet
Inc. Incorporated	U.S. United States
K.D. Knocked Down	Viz Namely
KT Kilo Ton (1000 Kilograms)	W.-Wt. Weight ton of 2000 lbs.
Lbs. Pounds (16 ounces)	Wn. T Washington Utilities and Transportation Commission
Lgth. Length	W/M ton of 2000 lbs. or Cubic ton of 40 cubic feet

SUBRULE 105
Equivalents and Metric Conversion Tables:

Issued: 12/21/93
Effective: 1/20/94

Metric Equivalents

The metric equivalents and conversion tables are to be employed in determination of charges assessed in this tariff.

- To find Short Tons given Long Tons = Long Tons X 1.1199
- To find Kilograms given Pounds = Pounds X 0.4536
- To find Pounds given Kilograms = Kilograms X 2.2046
- To find Metric Tons given Short Tons = Short Tons X 0.9072
- To find Metric Tons given Long Tons = Long Tons X 1.0160
- To find Short Tons given Metric Tons = Metric Tons X 1.1023
- To find Long Tons given Metric Tons = Metric Tons X 0.9842
- To find Cubic Meters given Measurement Tons (40 Cubic Feet) = Measurement Tons X 1.1330
- To find Measurement Tons (40 Cubic Feet) given Cubic Meters = Cubic Meters X 0.8830
- To find Cubic Feet given Cubic Meters = Cubic Meters X 35.3147
- To find Cubic Meters given MBF (Thousand Board Feet) = MBF X 2.3597
- To find MBF (Thousand Board Feet) given Cubic Meters = Cubic Meters X 0.4238
- To find Rate per Cubic Meter given Rate per 40 Cubic Feet = Rate per 40 Cubic Feet X 0.8830
- To find Rate per 40 Cubic Feet given Rate per Cubic Meter = Rate per Cubic Meter X 1.1330
- To find Rate per Metric Ton given Rate per Short Ton = Rate per Short Ton X 1.1023
- To find Rate per Metric Ton given Rate per Long Ton = Rate per Long Ton X 0.9842
- To find Rate per Short Ton given Rate per Metric Ton = Rate per Metric Ton x 0.9072

Metric Conversion Table

1 Pound = .4536 Kilogram	1 Yard = .9144 Meters
100 Pounds = 45.359 Kilograms	40 Cubic Feet = 1.1327 Cubic Meters
2000 Pounds = 907.2 Kilograms	1000 MBF = 2.3583 Cubic Meters
2204.6 Pounds = 1000 Kilograms	1 Kilogram = 2.2046 Pounds
2240 Pounds = 1016.4 Kilograms	1 Metric Ton = 2204.6 Pounds
1 Inch = 2.54 Centimeters	1 Meter = 3.2808 Feet
1 Foot = .3048 Meters	1 Cubic Meter = 35.3147 Cubic Feet
1 Barrel (U.S.42 gallons) = 158.9873 Liters	

SUBRULE 110
Definitions:

Issued: 7/7/94
Effective: 7/7/94

Cars

As used herein "Cars" shall be taken to mean railroad freight cars.

Checking

Checking is the service of counting and checking cargo against appropriate documents for the account of the cargo or vessel, or other person requesting same. Checking will not include measuring, grading, scaling, surveying, weighing, marking, segregation, sampling or supplying information that cannot be obtained by visual inspection of the exterior surface of the package, container or other cargo unit. (This definition is a departure from the wordage provided under 46 CFR 514.200).

Intercoastal Trade

Intercoastal Trade is taken to mean all cargo moving by vessel between the Pacific Coast, Atlantic or Gulf coasts of the United States, including the Ports of Puerto Rico and the Virgin Islands.

Overside

Overside is taken to mean the loading or discharge of a vessel directly overside to or from another vessel, lighter or barge, or to or from the water while the vessel is berthed at a wharf, piling structure, pier, bulkhead structure, made fast in a slip or moored to a vessel so berthed.

Party

Any person, partnership, stevedore company, corporation, association or fiduciary.

Person

Any person, partnership, stevedore company, corporation, association or fiduciary.

Point of Rest

That area on the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which the inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading. As used herein, "Point of Rest" and "Place of Rest" are synonymous.

Port

The port, or ports, identified as parties or participants in this tariff, except where it may be more specifically identified. (This definition is a departure from the wordage under 46 CFR 514.200.)

Port Terminal Facility

One or more structures comprising a terminal unit, which include, but are not limited to wharves, warehouses, covered and/or open storage spaces, cold storage plants, grain elevators and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers.

Unitized Cargo

Cargo secured to pallets or skids, or when the individual component shipping packages are banded or otherwise securely held together to form a single unit that has been prepared by the shipper and which can be handled with mechanical forklift equipment as one unit.

RULES

RULE 34-200

SUBRULE 201

Application of Rules:

Issued: 12/21/93

Effective: 1/20/94

Notice to the Public

This tariff is published and filed as required by law and is, therefore, notice that the rates, charges, rules, terms, regulations, and definitions apply to all traffic and cargo without specific notice, quotation, or arrangement.

Conditions for Conducting Business

Conditions for conducting any business on Port of Grays Harbor properties is subject to specific authorization by the Director of Operations, and may include provisions to protect public safety, security, environment, and health. It is incumbent upon persons conducting business on Port of Grays Harbor properties to fully comply with provisions of applicable federal, state, local, and port statutes and/or regulations.

Tariff Effective

The rates, charges, rules, and regulations named in this tariff, shall apply on and after the effective date of this tariff on all services supplied and/or freight received at terminals.

Charges for vessels loading during the time of a rate, rule, or regulation change will be assessed in accordance with rates, rules, or regulations in effect on the date the vessel arrives and is made fast to its berth upon completion of the loading and discharge of that vessel.

Use of Terminals, Deemed Acceptance

Use of wharves, facilities, or service offered by the Port shall be deemed an acceptance of this tariff and the terms and conditions named herein.

SUBRULE 205

Initiation of Requests or Complaints:

Requests or complaints on matters contained herein may be directed to the Executive Secretary, Northwest Marine Terminals Association, Inc., P.O. Box 5684, Bellevue, Washington, 98006.

Issued: 1/28/97

Effective: 1/28/97

SUBRULE 210

Right of Operation Reserved:

The Port reserves the right to furnish all equipment, supplies, and material and to perform all services in connection with the operation of its terminals under rates and conditions named herein.

Issued: 12/21/93

Effective: 1/20/94

SUBRULE 215**Issued: 12/21/93****Right To Enter Agreements:****Effective: 1/20/94**

The Port reserves the right to enter into agreements with agencies of the federal, state, and local governments, and with common carriers, shippers, consignees, and/or their agents concerning rates and services to the extent such agreements are compatible with governing status.

SUBRULE 220**Issued: 12/21/93****Specific Commodity Rates Take Precedence:****Effective: 1/20/94**

Specific commodity rates will take precedence over any general NOS Rates.

SUBRULE 225**Issued: 7/7/94****Acceptance, Retention or Delivery of Freight Conditional:****Effective: 7/7/94****Right To Refuse Freight**

The Port reserves the right without responsibility for demurrage, other vessel charges, or loss or damage to refuse to accept, receive, or unload cargo or permit vessels to discharge:

- Freight deemed offensive, perishable, or hazardous.
- Freight for which previous arrangements for space, receiving, unloading, or handling have not been made by the shipper, consignee, owner, or agents.
- Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation or storage. At the Port's discretion, however, freight may be repacked or reconditioned and all expense, loss, or damage incident thereto shall be for account of shipper, consignee, or carrier.
- Freight, the value of which may be determined as less than the probable terminal charges.
- Freight in packaging or form unsuited to handling over the facilities or with equipment ordinarily available at the Port.

Right To Remove, Repile, and Transfer Freight

At the Port's discretion, hazardous or offensive cargo, or cargo which, but its nature, is liable to damage other cargo, is subject to immediate removal from the wharf areato other locations within the marine terminal facilities. All expense and risk or loss or damage or removal will be for the account of the owner, shipper, or consignee.

Freight remaining on the wharf or wharf premises after expiration of free time, as defined herein, and freight shut out at clearance of vessel, may be piled or repiled to make space, transferred to other locations or receptacles within the wharf premises, or removed to public or private warehouses with all expenses and risk of loss or damage for account of the owner, shipper, consignee, vessel, or carrier, as responsibility may appear. All provisions in this subrule are subject to Subrule 227.

Right To Withhold Delivery

The Port reserves the right to withhold delivery of any cargo until all accrued terminal charges and/or advances against said freight have been paid in full.

Right To Sell Abandoned Cargo And Cargo With Unpaid Terminal Charges

The Port reserves the right to sell abandoned cargo or cargo on which the terminal charges remain unpaid after a reasonable period.

Such sales may be either public or private, without advertising, providing the owner has been given reasonable notice. Proceeds will be used to defray accrued charges and any excess will be remitted to the owner of record.

Explosives and Hazardous Cargo

The acceptance, handling, or storage of hazardous materials as defined by the Federal Department of Transportation for purposes of transportation, and governed by rules and regulations of Federal, State, and local authorities are subject to special arrangements with terminal operators. Hazardous cargoes must have been prepared for shipment in accordance with the applicable DOT regulations contained in 49 CFR, Prts 100-177. Shippers, vessels, and inland carriers are hereby warned that the party or parties responsible for infractions will be subject to such penalties as may result from violation of any applicable regulations. The Port reserves the right to refuse hazardous materials as designated under DOT for purposes of transportation. The Port will not accept any cargo that does not comply with all applicable regulations.

SUBRULE 227

Limits of Liability:

Issued: 12/21/93

Effective: 1/20/94

No provisions contained in this tariff shall limit or relieve the Port of Grays Harbor from liability for its own negligence nor require any user to indemnify or hold harmless the Port of Grays Harbor from liability from its own negligence.

SUBRULE 230

Limitations of Port Liability:

Issued: 12/21/93

Effective: 1/20/94

Liability for Loss, Damage or Delay Limited

The Port will not be responsible for any loss or damage caused by fire, frost, heat, dampness leakage, the elements, evaporation, natural shrinkage, wastage, or decay; animals, rats, mice, or other rodents; moths, weevils, or other insects; leakage, or discharge from fire protection systems; collapse of building or structures; breakdown of plant or machinery or equipment, or by floats, logs, or piling required in breasting vessels away from wharf, nor will it be answerable for any loss damage or delay arising from insufficient notifications, or from war, insurrection, shortage of labor, combinations, riots, or strikes of any persons in its employ or in the service of others or from any consequence arising therefrom. All provisions in this subrule are subject to Subrule 227.

Demurrage - Cars or Vessels

In furnishing the service of ordering, billing out, loading or unloading cars or of handling to or from vessel, no responsibility for any demurrage whatsoever on either cars or vessels will be assumed by the Port. All provisions in this subrule are subject to Subrule 227.

Waiver of Charges

Delays in loading, unloading, receiving, or delivering cargo arising from riots or strikes, of persons in the employ of the Port or in the employ of others, or from any cause not reasonably within the control of the Port, will not entitle the owners, shippers, consignees, or carriers of the cargo to a waiver of wharf demurrage or any other terminal expense that may be incurred. All provisions in this subrule are subject to Subrule 227.

Unreasonable Delay to Vessel

In the event a vessel is unreasonably delayed in its estimated time of departure from the Port, due to a cause for which the Port is legally liable, Port liability will be computed on the actual down time during regular working hours and such down time constitutes the extent of Port liability. All provisions in this subrule are subject to Subrule 227.

Cargo Accepted at Owner's Risk

Freight on open ground or dock is at owner's risk for loss or damage. All provisions in this subrule are subject to Subrule 227.

Responsibility During Free Time Period

The Port will not accept liability for loss, damage or delay to merchandise during free time periods specified in this tariff. All provisions in this subrule are subject to Subrule 227.

Valuation of Merchandise for Claims Purpose

Calculation or adjustment of claims against the terminals shall be based upon actual cost of merchandise involved plus freight and insurance, if paid. Any claim for partial loss or damage of merchandise in a shipment shall be based upon a proration by weight of the actual or agreed maximum valuation as may be related to the individual circumstances of the shipment.

Waiver of Demurrage Charges

The Port of Grays Harbor may waive demurrage charges when delay of removal of merchandise is caused by acts directly attributable to the Port, acts of God, civil disorder, insurrections, riots, strikes, labor stoppage, carrier equipment shortages, or governmental intervention.

SUBRULE 235

Collection Guarantee and Payment of Port Charges:

Issued: 7/7/94

Effective: 7/7/94

Terms of Collection

All charges are payable in U.S. Currency.

Terms and Conditions of Payment

Use of Port facilities or service is conditioned upon satisfactory assurance of the Port that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use.

In the event the Port is not provided with the required documentation for all cargo loaded to a vessel within five (5) calendar days after the Port's service to such vessel is completed, the Port shall have the right to

invoice the customer for such provided service and use of facilities on an estimated basis which for all purposes shall be the final invoicing with adjustments, if any, are made upon the Port's receipt of satisfactory documentation.

The Port may require payment of charges in advance, as follows:

- By the vessel, its owners or agents before vessel is assigned a berth and commences its loading or unloading operations.
- By the cargo owners, shippers, or consignees before cargo leaves the custody and control of the terminal for inbound shipments and before outbound cargo is released from the custody and control of the terminal.
- For all charges on perishable cargo or cargo of doubtful value and household goods.

Payment terms are cash unless the Port customer, prior to the use of Port facilities or services, has established credit worthiness or has posted adequate security acceptable to the Port and has thereby been relieved of cash payment requirements by the Port, as set forth in the Supplement to Application for Vessel Berth Reservation as specified by the Port in Subrule 355 of this tariff.

Interest and Collection Charges on Delinquent Accounts

Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation. Any invoice issued for charges prescribed by this tariff remaining unpaid for a period of twenty-five (25) calendar days after completion of service or use is delinquent and shall be placed on the delinquent list and may be subject to lien.

A delinquent invoice is subject to a minimum interest charge of one (1) per cent per month beginning on the first day such invoice is delinquent and continuing monthly thereafter so long as such invoice remains unpaid, provided, however, that the delinquency charge will in no case be higher than the maximum provided by law.

In the case of delay or failure to pay invoices when due, the Port reserves the right to demand payment of charges in advance before further services will be performed or before delivery of cargo upon which charges have accrued. Any pending or alleged claims against the Port will not be allowed as an offset against outstanding invoices or accrued charges.

Should it become necessary for the Port to institute litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to, and payable by the non-prevailing party. Such expenses shall include, but are not limited to, a reasonable attorney's fee and all costs of suit.

Charges Collected, From Whom

Charges are due from the person or party ordering or benefiting from the service or facility provided.

Wharfage, loading and unloading, when not absorbed by ocean or rail carriers, are due from the owner, shipper, or consignee of the freight. On transit freight in connection with ocean carriers, however, these charges (unless absorbed by rail carriers), and any wharf demurrage or

miscellaneous charges accrued against said freight, and of which the vessel, its owners or operators, have been apprised, will be collected from and payment of same must be guaranteed by the vessel, its owners, or operators. The use of a wharf by a vessel, its owners or operators, will be deemed an acceptance and acknowledgment of this guarantee. Owners or operators of vessels, if and when permitted to make their own deliveries of freight from wharf, will be held responsible for payment of any wharf demurrage accrued against freight delivered by them.

Service and Facilities Charge Due from Vessel

In compliance with the outstanding ruling under FMB Docket No. 744, where the contract of affreightment established the responsibility as between the parties thereto for payment of Service and Facilities charge named in this section, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment. The full amount of such charges, however, will be charges between the vessel and cargo shall be made solely by the parties to the contract of affreightment, in accordance with the terms of such contract.

Contract of Affreightment — Defined

Contract of Affreightment as used herein shall mean tariff, charter party, ocean rate, or any other arrangements under which the vessel transports cargo.

In compliance with the order of FMB Docket No. 744, where the contract of affreightment establishes the responsibility as between the parties thereto for payment of the Service and Facilities Charge named in this tariff, such charges shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charges shall be billed to and paid by the vessel. Allocation or adjustment of these charges between the vessel and cargo shall be made solely by the parties to the contract of affreightment, in accordance with the terms of such contract.

Where the contract of affreightment establishes the responsibility as between the parties thereto for the payment of the service and facilities charge named in this tariff, such charge shall be borne by whomever shall be determined to be responsible under the contract of affreightment, but the full amount of such charge shall be billed to and paid by the vessel, its owners, or operators to the terminal. Allocation or adjustment of this charge between vessel and cargo shall be made solely by the parties to the contract of affreightment, in accordance with the terms of such contract.

SUBRULE 240

Repair or Alteration of Port Property:

Issued: 12/21/93

Effective: 1/20/94

The Port will make repairs to Port property of damage caused by companies or persons using its facilities to make repairs or alterations to leased port facilities at the request of lessees, subject to the following schedules:

Repairs or alterations at a cost of:

- | | |
|----------------------------------|----------------------|
| • Up to and including \$500 | Actual cost plus 25% |
| • Over \$500 but not over \$5000 | Actual cost plus 15% |
| • Over \$5000 | Actual cost plus 10% |

Such repairs or alterations will be made either by the Port, its agent, or by private contractor at the sole determination of the Port. Any work performed by private contractor must meet standards established by the Port.

SUBRULE 245

Issued: 7/8/94

Liability, Persons Performing Service on Port Property:

Effective: 7/8/94

If and when the Port permits any party to perform services on the Port premises, such party shall be liable for the injury of persons in their employ, and will be held responsible for loss, damage or theft by themselves or persons in their employ.

The provisions of this subrule are applicable to all parties who in any manner come upon or use the terminal facilities, except as agents or employees of the Port. All such parties shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of, any person or persons, which may be caused or occasioned by an act or omission of such persons or the acts or omissions of their agents or employees. All such parties who come upon or use the terminal facilities shall be deemed to have irrevocably agreed to indemnify the Port for any such loss or damage to persons or property for which a claim is or may be made against the Port, and all such parties shall save and hold the Port harmless from any and all such liability, together with all costs and expenses incurred by the Port in investigating or defending claims therefor, including, but not limited to, court costs, experts' fees, and attorney fees. All provisions in this subrule are subject to Subrule 227.

SUBRULE 250

Issued: 8/1/96

Parties Access to, and Operations on, Property of the Port:

Effective: 9/1/96

Care in the Performance of Operations

Every party shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of the Port, of such party, of a vessel being served, or of any other party.

Compliance With Fire and Safety Precautions

Every party shall take all necessary safety and fire precautions, and comply with recognized commercial and marine safety practices, procedures, and regulations.

Party and Port Independent Contractors

In any service relationship the Port and the party shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purposes.

Stevedores Shall Insure Efficient and Expeditious Vessel Work

In order to insure efficient and expeditious loading and discharge of vessels, and the maximum utilization of the full capacity of the Port, the party shall:

- Make use of the appropriate facilities and equipment furnished by the Port.

- Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
- Have at least one responsible officer or representative, with full power to make all operating decisions concerning the stevedoring of vessels at the Port, available for contact by the Port at all times and keep the Port informed at all times of how and where such officer or representative may be contacted by the Port.
- Cooperate fully with the Port in all respects by:
 - devising as far in advance as possible the type of vessel, Master's estimate of the quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise;
 - determining the equipment needed for the operation;
 - coordinating sequence and timing of operations for the convenience and efficiency of the Port.
- Promptly restore terminal working area to clean, safe and orderly condition on completion of stevedoring operations.

Port Shall Supply Equipment, Facilities, and Service

The Port shall furnish, subject to conditions and charges stipulated elsewhere in this tariff, the following:

- Access, for parties employees, to Port property at places and in the manner as may be approved by the Port.
- Emergency telephone usage.
- Port equipment to the extent it is available, required, paid by, and dedicated to party's use.

All Port equipment utilized by a party in performing its work is expressly understood to be under the direction and control of the party and the party is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the party to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters. All provisions in this subrule are subject to Subrule 227.

All such equipment will be properly used by the party and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the party shall pay for the damage to such equipment.

Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as received, normal wear and tear expected.

It shall be incumbent on the party to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy itself that these are safe places for the access and the work to be performed. There is no representation or warranty by the Port with respect to such matters.

Party's Warranty

As a condition of the right to conduct business or operate on Port property, every party warrants that all its operations shall be conducted at all times with all necessary labor and equipment under competent

supervision, with all proper dispatch and in good and workpersonlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the party and its acceptance by the Port.

If any such breach of these warranties causes or subjects the Port to any losses, suits, claims, damages, or liabilities, the party shall defend, indemnify, and save harmless, and reimburse the Port for all such losses, suits, claims, damages, or liabilities to the extent of the party's liability therefor. All provisions in this subrule are subject to Subrule 227.

Indemnity

Every party shall indemnify and hold harmless the Port, its employees and agents from and against any claims, damages, losses and expenses (including attorneys' fees) for injury to or death of any of the party's employees, agents, or invitees, or for damage to or destruction of party's property. Every party shall also indemnify and hold harmless the Port, its employees, agents, and invitees from and against any claims, damages, losses, and expenses (including attorneys' fees) for injury to or death of any other persons (including employees of the Port), and for damage to or destruction of property (including property of the Port), which is caused in whole or in part by any negligent act or omission or breach of these rules by the party, its employees, agents, or anyone else for whose acts the party is or may be liable. All provisions in this subrule are subject to Subrule 227.

Every party shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff.

Insurance

Every party shall obtain, and shall maintain, the following coverage:

- Workman's Compensation Insurance (including Longshoremen and Harbor Workers Act coverage) required under all applicable Federal and State statutes and municipal ordinances for all the party's employees performing its work, and Employer's Liability Insurance (including liability under the Jones Act) in the amount of not less than \$1 Million (\$1,000,000.00).
- Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability and property in the insured's care, custody, and control) against claims for bodily injury, death, or property damage occurring on, in or about any vessels being loaded by a party, or the premises of the Port, and the adjoining areas, with limits as to bodily injury or death and property damage of not less than \$5 Million (\$5,000,000.00) for each occurrence.

Every party shall submit to the Port certificates of insurance evidencing the foregoing coverage and naming the Port as an additional named insured, with the provision that such coverage will not extend to actions resulting from the Port's negligence, and said certificate shall provide that the Port is to be given fifteen (15) days prior written notice of any alteration or cancellation.

Himalaya Clause

It is hereby expressly agreed between the Port of Grays Harbor and any carrier using the Port's facility that as a condition and in consideration of

using those facilities, the Port of Grays Harbor, as well as any and all its employees, servants, agents and/or independent contractors (hereinafter "Port") used or employed in connection with the performance of any of the carriers obligation under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, the Port shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision or any Bill of Lading or law so that the Port shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves.

SUBRULE 255

Disposal of Vessel's Oily Waste/Garbage:

Issued: 7/8/94

Effective: 7/8/94

Vessels requiring discharge of oily waste/garbage, as defined in Annex V of 14 Marpol 73/78, at the Port of Grays Harbor shall inquire of the Port's Operations Department for the name(s) of oily waste/garbage hauler(s) permitted by the Port of Grays Harbor to provide equipment and operate at the Port of Grays Harbor to receive, haul, and dispose of oily waste/garbage. The vessel shall arrange directly with such oily waste/garbage hauler(s) for such services and equipment. Payment of charges for these services and equipment provided by such oily waste/garbage hauler(s) shall be made directly to the oily waste, garbage hauler(s) by the vessel, its agent, owner, charterer, or any other party responsible for such payment of charges by the vessel.

The oily waste/garbage hauler is not an agent or employee of the Port of Grays Harbor, nor shall the Port of Grays Harbor be liable for any act, omission, or negligence of any such oily waste/garbage hauler. Rates assessed vessels by the Port of Grays Harbor for use of its facilities or services do not include insurance coverage for any potential liability of any oily waste/garbage hauler permitted by the Port of Grays Harbor. The discharge by a vessel of oily waste/garbage at the Port of Grays Harbor shall be allowed only in accordance with the terms of this subrule.

DOCKAGE RULE 34-300

SUBRULE 301

Dockage — Defined:

Issued: 12/21/93

Effective: 1/20/94

Dockage is the charge assessed against vessels for berthing at the wharf, piling structure, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

SUBRULE 305

Dockage Period — How Calculated:

Issued: 12/21/93

Effective: 1/20/94

Dockage will be assessed for the period of time which commences when a vessel is made fast to a wharf, or when a vessel is made fast to a vessel so berthed or when a vessel comes within and moors to a vessel within a slip until such time as the vessel is completely free from and has vacated such berth or slip. All time is counted and no deductions are allowed because of weekends, holidays, weather, or other conditions.

SUBRULE 310**Issued: 7/8/94****Charge — Based on Overall Length (LOA):****Effective: 7/8/94**

For the purpose of this tariff, "overall length" will be construed as the linear distance, expressed in meters or feet, from the most forward point on the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel.

Dockage charges will be based upon the overall length of the vessel as published in the "Lloyd's Register of Shipping". If no figure appears in the "Lloyd's Register of Shipping", the Port may obtain this information from the vessel's official papers or by measuring the vessel.

SUBRULE 315**Issued: 12/21/93****Rates Assessed per 24 Hour Day:****Effective: 1/20/94**

Dockage periods will be based upon a 24 hour day. Vessels on berth 24 hours or less in any one 24 hour period will be charged the rate named for 24 hours. After the first period of twenty-four hours for vessels having completed loading and/or discharging cargo at the Port berth, any period of berth occupancy of 12 hours or less will be billed at one-half of the 24 hour rate.

SUBRULE 320**Issued: 12/21/93****Charges on Vessel Shifting:****Effective: 1/20/94**

When a vessel is shifted directly from one berth to another berth, the total time at such berths shall be considered together in computing the dockage charge. All other expenses associated with shifting to another berth shall be for the vessel's account.

SUBRULE 325**Issued: 12/21/93****Vessel on Lay Status:****Effective: 1/20/94**

A vessel on lay status, defined as waiting for a berth to load and/or discharge cargo, may be permitted to moor at an idle berth when such berth is available. Lay status may be granted upon written request to the Port and written permission from the Port prior to the idle period. Lay status may be granted when a berth is available and at the discretion of the Director of Operations. Such vessels will be charged twenty-five percent (25%) of the applicable charge as shown in this subrule in the Schedule of Dockage Rates, per 24 hour period. For vessels loading and/or discharging cargo at the Port berth, the lay status shall end at 0600 hours on the day of the first working shift.

SUBRULE 330**Issued: 7/8/94****Emergency Berthing:****Effective: 7/8/94**

Emergency berthing status may be granted upon written request to the Port and written permission from the Port prior to docking. The Port, at its discretion, may grant emergency berthing status to any vessel subject to berth availability and capability. The emergency berthing rate shall be fifty percent (50%) of the applicable charge as shown in Subrule 350 the Schedule of Dockage Rates, per 24 hour period. All expenses associated with shifting berths shall be for the vessel's account. The granting of emergency berthing status shall consider weather conditions, laden drafts, river and bar conditions, pilotage availability or other significant unforeseen circumstances delaying the requesting vessel's sailing to sea or in-bound passage beyond the Port's terminal.

SUBRULE 335**Issued: 7/8/94****Berth Assignment — DEFINED:****Effective: 7/8/94**

Berth assignments are non-transferable, conditional permits, revocable without notice, which may be issued at the sole discretion of the Port of Grays Harbor to the owners, agents, or operators of vessels for the use of a specific berth by a specific vessel.

No person shall make any vessel fast, or cause or permit any vessel to remain fastened to any wharf or pier structure, or to bring a vessel, or cause or permit a vessel to remain in a slip or waterway controlled by the Port, without express prior consent of the Port. No person shall make fast any line or moor to any wharf or pier structure or to any piles or fender piles adjacent to same, except to the mooring bollards, posts or bits provided by the Port for that purpose.

Conditions and Policy

- Requests for berth assignments, shall be taken by the Port only from the vessel's owner, owner's agent, ship's charterer, or trading company supplying the cargo.
- Persons requesting a berth assignment must register the request with the Port a minimum of ten (10) days prior to the estimated time of arrival of the vessel. A request for berth assignment shall be considered registered with the Port when an "Application For Vessel Berth Reservation", (the form specified in Subrule 355 of this tariff) has been completed and tendered to the Port.
- Actual assignment of vessel berth space to a vessel properly registered and named in accord with the above conditions, shall be made on a "first come" "first serve" basis, with "first come" construed as the time of vessel arrival recorded at Grays Harbor sea buoy.

Berth Assignments Conditional

Berth assignments made by the Port are subject to alteration and revocation in the following conditions:

- Any vessel assigned a berth for any other purpose than to load or discharge cargo may be ordered to vacate the berth when the Port determines the berth is required for the use of a vessel desiring to load or discharge cargo.
- Any vessel on berth to load or discharge cargo which experiences a delay in such operations may be ordered to vacate the berth when the Port determines congestion or excessive operational cost is threatened by reason of the delay and may be reduced or avoided by use of the berth by another vessel which is capable of cargo loading or discharge at the berth.
- If the Port deems a danger of congestion exists, any vessel on berth may be required to work cargo around-the-clock or at overtime expense. Should the vessel refuse to comply the Port may order the vessel to vacate the berth.
- If a vessel is occupying a berth provided with special purpose equipment or facilities which are not required to facilitate the cargo operations of that vessel the Port may, when faced with an urgent need to employ such equipment or facilities in connection with a cargo movement fitted to their use, require the vessel on berth to work around-the-clock or at overtime expense to clear the berth as soon as possible or order the vessel to vacate the berth.

Any vessel ordered to vacate a berth in such circumstances will be assigned another berth if a satisfactory alternative is available or shall be permitted to return to the original berth immediately after the second vessel has completed cargo operations or has vacated the berth for any reason, provided the conditions which caused the original issuance of the order to vacate are deemed by the Port to exist no longer.

- All costs of extra or overtime labor, pilotage, shifting, tughire, linemen, or those of any description rising from the requirements of the Port under these rules shall be for the vessel's account.

SUBRULE 340

Order To Vacate Berth:

Issued: 7/8/94

Effective: 7/8/94

Orders to vacate a berth shall provide the vessel with a reasonable period in which to comply. In no case shall such order require a vessel to vacate in less than 12 hours from the time the order is issued and tendered to the vessel.

When an order to vacate a berth is made by the Port under these rules and said order is refused or not complied with in the time specified, the Port may assess a penalty dockage rate of \$250 per hour for each hour the vessel remains on berth after such order has been issued or tendered to the vessel.

At its option the Port may effect the removal of a vessel from berth at the expiration of the time period specified in the order to vacate with all risks, liability, and expense for the vessel's account. The alternatives permitted the Port under these rules shall be at the discretion of the Port.

SUBRULE 345

Water Depth:

Issued: 7/8/94

Effective: 7/8/94

The Port, upon request of the Master or vessel's owner, charterers, operators, or agent will supply information on water depths alongside berths based upon most recent soundings.

In accepting an application for berth assignment and issuing confirmations of berth assignment the Port makes no warranty, either expressed or implied, as to suitability of berth or available depths of water alongside.

Variances in vessel drafts, ballast, amounts of cargo to be discharged, retained on board and to be loaded, and in depth of water alongside berth (because of the influence of tidal change, volume of river flow and weather conditions) make it incumbent upon the vessel's interest to take soundings immediately upon docking and at such intervals thereafter as may be deemed prudent and necessary to ensure the safety of the vessel.

The Port will assume no responsibility for vessel delay, shifting expense, or other costs when the vessel's interest deems it prudent, for the purpose of ensuring the safety of the vessel, to interrupt loading and/or shift to deeper water during shallow water periods.

SUBRULE 350
Schedule of Dockage Rates:

Issued: 8/1/00
Effective: 8/1/00

In dollars per 24 hour period:

VESSEL LENGTH OVERALL (METERS)		RATE PER 24 HOUR DAY
Over 0.00	Not Over 30.48	148.00
30.48	45.72	220.00
45.72	60.96	289.00
60.96	91.44	713.00
91.44	106.68	955.00
106.68	114.30	1185.00
114.30	121.92	1303.00
121.92	129.54	1444.00
129.54	137.16	1603.00
137.16	144.78	1728.00
144.78	152.40	1897.00
152.40	160.02	2154.00
160.02	167.64	2316.00
167.64	175.26	2512.00
175.26	182.88	2791.00
182.88	190.50	3182.00
190.50	198.12	3700.00
198.12	205.74	4212.00
205.74	213.36	4752.00
213.36	220.98	5506.00
220.98	228.60	6298.00
228.60	236.22	7147.00
236.22	243.84	8023.00
243.84	259.08	9215.00
259.08	274.32	10486.00
274.32	289.56	11813.00
289.56		SEE BELOW

Dockage charges for vessels over 289.56 meters in overall length shall be \$12.44 per day for each foot of overall length or fraction thereof in excess of 289.56 meters, in addition to the above rate of \$11813.00.

An additional dockage period shall not be assessed when a vessel departs from the Port within sixty (60) minutes of a subsequent dockage period after the final full period.

SUBRULE 355
Vessel Berth Reservation Form:

Issued: 12/21/93
Effective: 1/20/94

A Vessel Berth Reservation forms is on file at the Port of Grays Harbor headquarters. Contact: Port of Grays Harbor, P. O. Box 660, Aberdeen, WA 98520 or telephone (306) 533-9551.

RATES
RULE 34-400

SUBRULE 401
Rates General Application:

Issued: 8/7/96
Effective: 8/7/96

Rates Do Not Include Insurance

Rates and charges named in this tariff do not include insurance of any kind.

Rates Specific

Rates or charges provided for specific commodities take precedence over any general or NOS rate.

Assessed Vessel's Arrival

Rates will be assessed at the rate in effect on the vessel's arrival date.

Alternative Use of Labor-Hour Rates

Rates named in this tariff for services involving the use of labor are based upon ordinary operations during normal traffic and weather conditions.

When because of strike, riot, civil disturbance, unusual traffic congestion, hazards from extreme weather conditions or other causes not reasonably within control of the Port (and such conditions result in increased cost of service) rates and charges, for the duration of such circumstances, and notwithstanding any other provisions to the contrary, may be assessed on the basis of labor-hour and equipment rental charges.

Services provided in connection with the loading, unloading, transfer or movement of articles of unusual bulk, nature, size or weight, notwithstanding any provision to the contrary within this tariff, will be assessed on the basis of Labor-Hour Rates and Equipment Rental Charges.

Rates Stated on Basis of Metric Measurements

Unless otherwise provided, all specific commodity rates are in dollars per metric ton of 2204.6 pounds. All other rates named in this tariff are in cubic meter of 35.3147 cubic feet. Charges will be assessed on weights or measurements in the same manner as cargo is manifested by the vessel for revenue purposes. (Or the Bill of Lading covering shipments which are not moved by vessel.) Provision to the contrary will prevail where individual rate items within tariff so state.

Information to be Supplied to the Port

Manifests: Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees or consignors, and the weights or measurements of all freight loaded at the facilities of participant to this tariff. Such manifests must also designate the basis of weight or measurement on which ocean freight is assessed. In lieu of manifests, certified lists, "boat notes" or mates' receipts containing all information as required above may be accepted. Such information must be received by the Port within 3 days of vessel's departure from the Port's marine terminal facilities.

- Vessel Stowage Manifest must be received five days prior to arrival.
- Dangerous Cargo Manifest must be received five days prior to arrival. They must also contain dangerous cargo in transit.
- Refrigerated Container List must be received prior to arrival.

Rates Predicated on Straight Time Labor

Rates published herein are predicated on Port service performed on the basis of normal "straight-time" working hours of labor forces. When the Port is required or requested to perform service on days or during hours when, under the working rules governing labor, payment for penalty time, overtime, penalty overtime or other wage premiums is necessary, all service supplied at times when the basic straight-time pay scale is not in effect will be charged for on the basis of labor-hour rates and equipment rental charges.

Sorting and Checking

Rates published herein do not cover the cost of special sorting, tallying, checking or inspection of freight. Such service, when provided, will be on request and will be charged for on the basis of labor-hour rates and equipment rental charges.

SUBRULE 405

Handling:

Issued: 7/8/94

Effective: 7/8/94

Handling — Defined

Handling is the charge made against vessels, their owners, operators or agents, for physically moving cargo from point of rest on the terminal facility to a point of rest on the terminal facility within reach of ship's tackle, or from point of rest within reach of ship's tackle to first point of rest on the terminal facility. It includes ordinary sorting, breaking down and stacking cargo. (This definition is a departure from the wordage under 46 CFR 514.2.)

Right to Handle Freight Reserved

Right is reserved by terminal operators to perform handling and to supply all materials and equipment required in connection with that service.

Charges Collected

Handling charges will be billed to and collected from the vessel, its owner, consignee or operator.

Alternative Use of Labor Hour Rates

When handling service is delayed because of special sorting, checking, tallying or other conditions not ordinarily incidental to the service, the Port reserves the right to assess its charges on the basis of labor-hour rates and equipment rental charges notwithstanding any specific rates published in this section.

Unusual Bulk, Size or Weight

Handling charges of articles of unusual bulk, size or weight will be assessed on the basis of labor-hour rates and equipment rental charges and other factors as determined by the Port.

Shunting Cars Alongside Vessel

When the Port is required to shunt rail cars alongside vessels by means of mechanical equipment, charges for such service, including wages of operators will be assessed against the vessel, its owner, agent,

consignee, or operator. Labor cost and the charge for equipment will be made under provisions of labor-hour rates and equipment rental charges.

SUBRULE 410

Car Loading, Car Unloading and Direct Transfer:

Issued: 7/8/94

Effective: 7/8/94

Loading and Unloading — Defined

The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from the terminal facility.

Application of Charges

Car loading and unloading services are assessed against the shipper, consignee or owner of the cargo involved, when not collected from the carrier.

Rates published in this section apply on services performed in connection with car loading or unloading car lot traffic. Service given less than carload traffic will be charged labor at labor-hour rates and equipment rental charges.

Impediment Due to Special Sorting, Tallying or Checking Requests

When performance of requested special sorting, tallying, checking or inspections impedes car loading and car unloading operations, the Port may revert the assessment of car loading and car unloading charges to the basis of labor-hour rates — to the extent it may be necessary to compensate the Port for the loss of labor productivity from this cause.

Cargo Unusual Weight or Size

If the dimensions, weight, or nature of the cargo necessitates the use of equipment other than normal lift trucks, railcar loading and unloading, service will be billed on a labor-hour rate and equipment rental charges.

Direct Transfer — Defined

The handling, loading or unloading of cargo direct between open cars or highway vehicles and vessel by ship's gear or mechanical equipment under rental from the Port terminal.

The Port reserves the right to designate what and when trucks may be handled alongside vessel.

Unless otherwise specified handling charges do not apply to direct transfer movements.

SUBRULE 415

Blocking, Unblocking, Cleaning Cars:

Issued: 12/21/93

Effective: 1/21/94

In addition to otherwise applicable charges, a charge will be made, on the basis of actual cost of labor and materials plus 20%, for the provision of car stakes, dunnage, shoring and strapping materials and labor furnished in cleaning cars and blocking, unblocking, shoring or strapping freight loaded and unloaded from cars.

SUBRULE 420
Wharfage:

Issued: 7/8/94
Effective: 7/8/94

Wharfage — Defined

The charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

Wharfage Earned

Full wharfage charges shall be assessed on intransit freight received on wharf or wharf premises from cars, trucks, or water carriers and is not loaded on a vessel, but loaded out again to cars, trucks, or any other means of conveyance from the terminal facility.

Wharfage Minimum Charge

The minimum wharfage charge for any single shipment shall be \$35.00.

Wharfage on Direct Transfer

All freight handled in direct transfer movement, is subject to full wharfage at the regular published rate.

Wharfage on Ship's Stores, Dunnage, Fuel and Repair Material

Ship's stores, dunnage for use in stowage of freight loaded at the Port's facilities, repair materials, fuels and lubricants that are intended for the vessel's own use, consumption or repair will be exempt from assessment of wharfage unless the Port is required to receive and account for such supplies and the vessel is not subject to dockage charges.

All commodities, including those listed in the previous paragraph, if loaded to small craft, including tug boats and fishing vessels, not subject to dockage, are subject to the regular wharfage charge.

SUBRULE 425
Service and Facility:

Issued: 7/8/94
Effective: 7/8/94

Service and Facilities Charge — Defined

The charge assessed against vessels, their owners or operators which load or discharge cargo at the terminals, for the use of terminal working areas in the receipt and delivery of cargo to and from vessel and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer of cargo: (See note) between vessels and consignees, their agents or connecting carrier, or between shippers, their agents or connecting carriers, to vessels.

Note: Services and facilities charge does not include any cargo handling, loading or unloading operations, nor any labor other than that which is essential to performing the service, and does not include the furnishing of supercargoes, supervisors or clerks, which by custom of the Port, are normally employed by the vessel, its agents, operators or owners.

The foregoing does not include any service or facilities, the charge for which is included in Wharfage, Dockage, Wharf Demurrage, Wharf Storage or other individual charges.

No person other than the Port shall be permitted to perform the services covered by this definition.

SUBRULE 430

Issued: 8/1/00

RATES:

Effective: 8/1/00

Handling, Wharfage, Service and Facility, Car Handling:

Unless otherwise noted, rates named are in dollars and cents per 1,000 kgs. or per cubic meter whichever is greater, as manifested by vessel for revenue purposes.

COMMODITY	WHARFAGE	HANDLING	SERVICE & FACILITY	LOADING & UNLOADING
NOS Freight				
Import/Inbound Traffic	7.61	LH & ER	12.54	LH & ER
Export/Outbound Traffic	7.61	LH & ER	10.19	LH & ER
NOS Freight-Direct Transfer				
Import/Inbound Traffic	7.61	LH & ER	4.39	LH & ER
Export/Outbound Traffic	7.61	LH & ER	4.39	LH & ER
NOS Liquids (in bulk)-Direct Transfer				
Import/Inbound Traffic	7.61	LH & ER	2.55	LH & ER
Export/Outbound Traffic	7.61	LH & ER	2.55	LH & ER
NOS Unitized Cargo (Each individual unit weighting not less than 1000 kgs.)				
Import/Inbound Traffic	7.61	LH & ER	10.78	LH & ER
Export/Outbound Traffic	7.61	LH & ER	7.75	LH & ER
Resin: (Each individual bag weighing not less than 1000 kgs.)				
Import/Inbound Traffic	2.07	7.12	2.07	

LABOR HOURS RULE 34-500

SUBRULE 501

Issued: 12/21/93

Labor Hour Rates - Services Requiring:

Effective: 1/20/94

Unless otherwise provided, labor hour rates plus equipment rental Subrule 605 will be charged for:

- All services not specifically described in this tariff. Services specifically reserved to application of labor hour rates.
- Services of loading, unloading, or transferring cargo for which no specific commodity rates are named and which cannot be performed at the rates named under NOS and cargo in packages or units of such unusual bulk, size, shape, or weight as to preclude performing such services at rates named under individual subrules of the tariff.

- Services of loading or unloading cargo and any other terminal services for which specific rates are named in the tariff, but because of unusual conditions or requirements of shippers not normally incidental to such services, preclude the performance of such services at rates named.
- All services of extra sorting, special checking, inspection, recouping, and reconditioning, or for any operation delayed on account thereof.
- Cleaning and preparing cars for loading and unloading.
- Moving, installing, connecting, or disconnecting special equipment furnished by the Port, or by other parties, for use on Port facilities.
- Loading or unloading trucks, trailers, vans, containers, and container vans unless specific provision to the contrary is made elsewhere in this tariff.
- Service and cleaning Port or terminal areas of dunnage, stevedore gear, and other equipment or material when the stevedore fails to clear the Port or terminal area promptly when completion of loading or discharging vessels and it is necessary for the Port to perform this operation.

SUBRULE 505

Labor Hour Operations - Materials And Supplies Used In:

Issued: 12/21/93

Effective: 1/20/94

Except for Port equipment, which shall be supplied at rental rates specifically named in Subrule 605, all material and supplies furnished in connection with services charged under labor hour rates under Subrule 510, unless specifically provided, will be assessed at actual cost plus 20%.

SUBRULE 510

Schedule of Labor Hour Rates Per Title:

Issued: 8/1/00

Effective: 8/1/00

Title	First Shift		Second Shift		Third Shift		Saturday Sunday & Holiday
	ST	OT	ST	OT	ST	OT	
Yard Marshalling	43.04	59.18	N/A	N/A	N/A	N/A	59.18
Maintenance Shop	45.00	64.00	N/A	N/A	N/A	N/A	64.00
Longshore Checker	62.37	84.25	76.96	84.25	88.63	97.38	84.25
Lift Truck/ Semi Tractor Operator	66.02	89.73	81.83	89.73	94.48	103.96	89.73
Wagner Op./ Yard Coord./ Lead Person	69.68	95.22	86.70	95.22	100.32	110.54	95.22
Dock Foreman	76.42	105.31	95.68	105.31	111.09	122.65	105.31

Rates are in dollars and cents, per hour and per man.

Rates apply for work performed for vessels, their owners, or operators and for all first, second, third shift and overtime work performed by the Port.

"Straight Time" and "Overtime" shall be construed as applied in labor contracts or collective bargaining agreements applicable at the Port.

If penalty wages are incurred in connection with "Penalty Cargoes", as construed under working agreements effective at the Port, such Penalty Wage payment, plus 50% additional, will be charged in addition to all other charges applicable under this Subrule.

The difference between wages at the scale for Overtime, and those at the scale for basic Straight Time shall be known as Overtime Wage Differentials.

SUBRULE 515

Issued: 7/8/94

Services at Other Than Straight Time Wage Hours:

Effective: 7/8/94

Specifically named rates in this tariff, provided for services involving use of labor, are based on current rates of pay for straight time wages under ordinary labor and traffic conditions. When the Port is required to perform services on days or during hours necessitating the payment of overtime, straight time penalty, or penalty overtime wages, the full cost of labor, including actual wages paid labor plus assessments, insurance and taxes, will be assessed against the party authorized or requiring the service.

Services Requiring Labor for a Minimum Number of Hours

When the Port is required to furnish labor for a specific service, and such service is completed before the expiration of the minimum time allowed under labor's working agreements and awards, the parties authorizing such work shall be assessed the full cost of labor, including the actual wage paid labor plus all assessments, insurance costs, and taxes for the time which accrues after the specified service is completed and until the end of the minimum time allowed.

Standby or Waiting Time

Standby time occurs when the Port is required to order labor for a specific service and for a stated time and, through no fault or inability of the Port, the service cannot be started or when services in progress are delayed. Full cost of labor, to include actual wages plus assessments, insurance, and taxes for the time lost shall be assessed.

Travel Time, Fare, Mileage, and Subsistence Paid Labor

When the Port is required to travel longshoremen, foremen, checkers, or other labor, the full cost of travel time, including any wage, assessment, insurance, and tax costs plus fares, mileage, and subsistence, will be assessed the user of the involved service.

Boarding And De-boarding Cargo

When cargo is discharged by vessel's stevedores to first place or point of rest upon terminal and is not de-boarded by the stevedore, or when cargo received at the terminal is not boarded by the stevedore, the Port

will perform the required service and assess the stevedore responsible for providing the service at a rate based upon Subrule 510.

Segregation Charges

When no request is made for segregation by commodities, submarks, kinds, sizes, brands, grades, or other identification, deliveries will be made only as one lot in accordance with one general mark. Consignees, however, are not required to take delivery of an entire shipment at one time and, upon request, delivery will be made in whole or in part by one general mark.

Upon request, segregation by commodities, submark, size, grade, or other identification will be made in accordance with written instructions concerning the actual segregation required. Charges for the segregation service will be made under the Labor-hour rates of Subrule 510.

Maintenance Labor

Labor for maintenance of facilities and equipment may be furnished at labor hour and equipment rental rates Subrules 510 and 605 per man per hour for all equipment, maintenance, and facilities labor.

EQUIPMENT RENTALS

RULE 34-600

SUBRULE 601

Effective: 10/15/96

Equipment Rental Rules and Responsibility:

Issued: 10/15/96

All equipment supplied is expressly understood to be under the direction and control of the Port's customer and the Port's customer is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. It is incumbent upon the Port's customer to make a thorough inspection and satisfy himself as to the physical condition and capacity of the equipment, as well as the competency of the operator, there being no representation or warranty by the Port with respect to such matters. All provisions in this subrule are subject to Subrule 227.

All equipment supplied will be properly used by the Port's customer and not subjected to abuse or more than normal wear and tear. If there is any such abuse, more than normal wear and tear, or damage is sustained to equipment, the Port's customer shall pay for the repair to such equipment.

- Upon termination of the period of use, all such equipment shall be returned to the Port in the same condition as when received, normal wear and tear excepted.
- Equipment, listed in the chart in Subrule 605, is Port owned equipment and will be rented at the convenience of the Port.
- Except as otherwise provided, rates are in dollars and cents and apply per hour or fraction thereof and do not include the cost of operators or labor.

- Charges are assessed at an hourly rate or minimum charge per day, whichever is greater.
- Arrangements for use should be made with the Port at least 24 hours in advance of anticipated need.
- To determine hours of usage, all time is counted, except meal hours, from the time equipment is ordered to be furnished or begins operation, whichever occurs first, until the time it is released to the Port or the operation is completed, whichever occurs last, whether the equipment is used during the period or not. The period of time during an equipment failure, other than operator caused, shall not be assessed.
- Whirley crane rental time begins when operations commence and continues until operations cease, plus one-half hour warm-up time and one-half hour of time to shut down at the finish of the operation.
- Operators and labor furnished by the Port will be charged at rates shown in Subrule 510.
- Hourly rates do not include fuel.
- Sales tax applies to equipment rented with or without an operator.

SUBRULE 605

Schedule of Equipment Rental Rates:

Issued: 8/1/00

Effective: 8/1/00

EQUIPMENT CAPACITY	RATE/HOUR	DAILY MIN.
Lift Trucks: to 8,000 lbs.	\$17.00	\$34.00
8,001-18,000 lbs.	26.00	52.00
18,001-20,000 lbs.	37.00	74.00
20,001-25,000 lbs.	49.00	98.00
Wagner	85.00	170.00
Cranes:		
Hydraulic Shovel:	85.00	170.00
Whirley: 50 ton	155.00	310.00
Mobile Crane:	155.00	310.00
Taylor Top Pick:	85.00	170.00
Yard tractor:	16.00	32.00
Bucket Loader: 2.5 yards	43.00	86.00
4 yards	55.00	110.00
5 yards	77.00	154.00
Back Hoe: 3/8 yard	22.00	44.00
Drott	103.00	206.00
Dump Truck: 10 yard	36.00	72.00
13 yard	41.00	82.00
Grader:	41.00	82.00
Bull Dozer:	46.00	92.00
Water Truck:	40.00	80.00
Plus Water		
Bomag 100:	225.00	450.00
Compact Roller:	31.00	62.00
Log Bunks: per set/per day	26.00	
Portable Loading Ramp per day:	26.00	
Portable Generator:	22.00	44.00
Cargo Trailer: per day	26.00	

Banding Truck:	25.00	50.00
Tractor Sweeper	26.00	52.00
Scissor Lift:	30.00	60.00
Tractor/Low Boy	40.00	80.00
Warehouse Sweeper	25.00	50.00
Pressure Wash Equipment	52.00	104.00
Environmental Disposal Fee	25.00	
Clean up work area	40.00	

SUBRULE 610

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SUBRULE 615

Electric Energy:

Issued: 8/1/00

Effective: 8/1/00

Electric energy will be furnished at the current rate schedule on file at the Grays Harbor Public Utility District. The Port will exercise reasonable care to provide adequate and continuous electrical service but does not guarantee the same. Labor hours and materials, as may be required for installation, connection or disconnection of service will be assessed the user on the basis of labor hours (see Subrule 510) and materials plus 15%.

SUBRULE 620

Heavy Lift Service:

Issued: 12/21/93

Effective: 1/20/94

Heavy Lift Service—Defined

Heavy lift is defined as the lifting of a heavy article in one continuous movement from one place within reach of the lifting equipment to another place within said reach. (This definition is a departure from the wordage under 46 CFR 514.2)

Services Covered and Conditions Attached To Use of Heavy Lift Service

Heavy Lift Service will be provided by the Port subject to determination by the Port that suitable equipment of the proper capacity is available.

Heavy Lift Rates apply to the lift of a single article weighing in excess of five tons in a continuous movement from one place of rest to another within reach of heavy lift equipment. Each subsequent lift shall be considered a separate and additional service to be charged for accordingly.

Heavy lift rates cover only the service of making the actual lift and include only the provision of heavy lift equipment and the labor of the lift equipment operator. No other labor costs are included within the rate.

Heavy lift rates do not include the cost of any service in preparing or rigging lifts or placing, attaching, or detaching slings. The parties requesting heavy lift service must provide adequate and necessary slings, rigging, and employees to accomplish these functions and the Port assumes no responsibility therefor, and for the use thereof.

On special heavy lift operations involving continuous use of cranes, or lighter lifts, bulk commodities, or work to be performed under conditions

in which significant labor standby time cost may be required, rates for equipment rental & labor hours Subrules 510 and 605 apply. In all other circumstances, Heavy Lift Rates will be quoted upon requested.

SUBRULE 625

Issued: 12/21/93

Water, Fresh furnished Vessels:

Effective: 1/20/94

Rate of first 100 cubic feet (metered) or fraction: \$50.00.

Rate of each additional 100 cubic feet (per 100 cubic feet or fraction): \$0.60. Rate of

Each vessel connection/disconnection: \$25.00. Deliveries will be metered.

(To compute: 7-1/2 gallons per cubic foot or 32 cubic feet per 2,000 lbs.: 8-1/3 lbs. per gallon or 62.4 lbs. per cubic foot.)

SUBRULE 630

Effective: 2/17/98

Telephone Services:

Issued: 2/17/98

Upon request made by the vessel's owner or authorized party, the Port of Grays Harbor will provide a temporary telephone line connection to a vessel. A signed Ship Berth Reservation for telephone charges and a telephone receipt must be completed and filed with the Port. The charge of \$25.00 will be billed for each temporary connection, plus all long distance and airtime charges incurred while the telephone is in service will be the responsibility of the vessel's owner or authorized party. Long distance and airtime charges will be provided by the telephone/long distance carrier. Loss or damage of the equipment or associated equipment will be billed to the vessel's owner or authorized party.

Phones can be checked out at the Port's operation's office or by calling Port security (360) 580-0133.

SUBRULE 635

Effective: 10/22/99

Fuel Flowage Fee:

Issued: 10/22/99

All vessels berthing at the Port for the sole purpose of taking on fuel will be assessed full dockage. The arrangement and fee must be paid in advance by contacting the Director of Operations or Pricing and Tariff Specialist (360) 533-9517.

STORAGE RULE 34-700

SUBRULE 701

Issued: 12/21/93

Free Time:

Effective: 1/20/94

Free Time — Defined

Free time is the specific period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel. Free time is also accorded to cargo at destination rail terminals and destination motor terminals

located at inland points, as well as at container freight stations and other off-dock delivery points removed from the terminal.

- All days are calendar days. Calendar days include all Saturdays, Sundays, and holidays.
- Free Time starts with the first 7:00 am occurring after the cargo is delivered to or received by the terminal.
- Unless otherwise stipulated or agreed upon by the Port of Grays Harbor, Free Time will be allowed for fourteen (14) days on inbound cargo and fourteen (14) days on outbound cargo.
- Cargo transshipped between vessels is allowed one Free Time period.

Exceptions

- When the sailing date of a vessel has been announced and the sailing date is delayed due to stress of weather, accident, breakdown, or other emergency, an extension of Free Time, equivalent to the delay of the vessel, will be granted, but not to exceed ten (10) days. This exception does not apply to cargo against which wharf demurrage or storage charges have accrued prior to the scheduled sailing date as announced.
- Cargo stored on open wharf or terminal yard will be allowed thirty (30) days Free Time, Saturdays, Sundays, and Holidays included.
- Outbound cargo being assembled into lots of 200 metric tons or more for a particular vessel or shipment may be granted an additional twenty (20) days assembling time.
- No Free Time is allowed explosives, inflammables, hazardous commodities, or salvaged or offensive cargo and are subject to immediate removal.
- Any cargo which occupies space beyond the allowed Free Time will be assessed wharf demurrage charges in accordance with this tariff unless arrangements have been made for storage.

SUBRULE 705

Wharf Demurrage:

Issued: 12/23/93

Effective: 1/20/94

Wharf Demurrage — Defined

Wharf demurrage is a charge assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage.

Computing Days

- Wharf demurrage starts with the first 7:00 am after the expiration of Free Time.
- On cargo being delivered to a vessel, no wharf demurrage is assessed for the day or days the vessel is loading cargo at the Port.
- Cargo on Wharf Demurrage prior to delivery to cars or trucks will be charged Wharf Demurrage on the day cargo is loaded or delivered to cars or trucks.

SUBRULE 710

Issued: 8/1/00

Wharf Demurrage Rates:**Effective: 8/1/00**

Demurrage rates are in dollars and cents per calendar month per metric ton or cubic meter, whichever produces the greater revenue.

<u>Commodity</u>	<u>\$/Rate Per Day</u>
Cargo, NOS, Inbound	0.34
Cargo, NOS, Outbound	0.34
Vehicles, Boxed or Crated	0.58
Vehicles, SU on Wheels	1.16

Minimum Wharf Demurrage Charge

The minimum Wharf Demurrage Charge per bill of lading lot of cargo will be \$10.00 per month.

SUBRULE 715**Issued: 12/21/93****Terminal Storage:****Effective: 1/20/94****Terminal Storage — Defined**

Terminal storage is the service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage, after storage arrangements have been made.

Terminal Storage will be permitted in warehouses and open areas when suitable space is available at the Port. Application for storage status should be made prior to arrival of cargo at the Port. When additional miscellaneous cargo or handling is required to accommodate storage, the extra costs of cargo that is not designated for a particular vessel or shipment will be considered as goods or merchandise delivered for storage purposes and will be charged at Labor Hour and Equipment Rental rates Subrules 510 and 605.

Rates do not apply to on dock warehouse storage. Warehouse rates are subject to quotation and are dependent upon dimensions of cartons stored, length of time, volume, and amount of additional services required.

Charges Payable

- Cargo received for storage during the first fifteen (15) days of a month will be assessed a full month's storage.
- Cargo received for storage on the 16th days of the month or later will be assessed storage at one-half (1/2) the applicable rate named, for the first month.
- Thereafter, storage will be payable on cargo remaining in storage on the first day of each succeeding calendar month.

The Port reserves the right to have any cargo stored on its premises for the period of twelve (12) months or longer removed from its premises. If the owner of record fails to remove his cargo within thirty (30) calendar days after notification requesting its removal, the Port may have the cargo removed from its premises with all costs associated with its

removal and any subsequent storage elsewhere borne by the owner of the cargo.

SUBRULE 720

Issued: 8/1/00

Storage Rates:

Effective: 8/1/00

The Terminal Storage Rate named is stated in dollars and cents per calendar month per metric ton or per cubic meter, whichever produces the higher charge, unless otherwise indicated.

Per Calendar Month

Commodity	Covered Areas	Outside Areas
Cargo, NOS	\$1.16	\$.68
Dry Bulks, NOS		\$.11 per Squared Meter
Machinery, Equipment, and Related parts, loose, in bundles, crates, or packages		\$.11 per Squared Meter

The minimum monthly charge per bill of lading lot of cargo in storage will be \$35.00 per customer account.

CONTAINERS RULE 34-800

SUBRULE 801

Issued: 7/28/94

Container Definitions and Rules:

Effective: 7/28/94

The provisions named herein apply to and against vessels receiving or delivering loaded or empty containers between vessels and inland carriers. The provisions of this section are in addition to all other rates and services specified in this tariff.

Containers - Defined

A demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, boxes, or pallets.

Containerized Cargo

Cargo received in a container which is in transit, intact, between vessel and inland carrier or between vessel and container freight station.

Container Yard (CY)

The location designated where:

- containers in transit between vessel and inland carrier are temporarily held or assembled, and

- loaded or empty containers are received from or delivered to inland carrier.

Container Freight Station (CFS)

The location or locations designated by the vessel for the receiving and delivery of shipments, assembly, and packing and unpacking of containers.

Container Freight Station - On dock

A container freight station constructed adjacent to the container yard which permits containers to be worked between the container yard and the on-dock container freight station with straddle carrier or other yarding equipment.

Container Handling

The movement or transfer of loaded or empty containers:

- between container freight yard or special holding area and inland conveyance, or
- between a container freight yard or special holding area and reach of ship's tackle.

Gate Charge

Includes service related to receipt, delivery, checking, care, custody, and control on intact containers required in the transfer of containers between container yard and shippers, consignees, their agents or connecting carrier.

Container Rehandling

Any extra handling of a container or chassis which is not included in the definition of container handling.

Rehandling is the extra sorting of a container to container yard space, extra stacking or unstacking, or extra working of container to or from chassis or rail car, or extra movements into or out of holding area. The charge of rehandling applies each time a container is subject to additional movements.

Roadability Check

The inspection of vessel-owned and controlled container and chassis for satisfactory condition before release to inland carrier. Check will include:

- inspection of equipment for damage.
- registration and license plate, and container locked to chassis.
- check of tires - tires low will be inflated to proper limits.
- lights checked - burned out lights and broken or missing lenses will be replaced before release.
- records maintained by container number and chassis number indicating findings and condition at each inspection.

The charge of roadability check covers labor only. Replacement parts to be furnished by owner.

Unitized Cargo

Cargo secured to pallets or skids, or when the individual component shipping packages are banded or otherwise securely held together to form a single unit that has been prepared by the shipper and which can be handled with mechanical fork lift equipment as one unit.

Transshipped Cargo

When transshipment is substituted by the vessel operators in lieu of direct call of a vessel at Grays Harbor, the charge or charges on containerized cargo shall be the same as that applicable to cargo handled on direct calls by vessel.

Container Status Location Report

When an individual requests an inventory report, such report will be issued daily covering such information as: carrier's name, number, size, individual container identification, and the physical location of the container.

Loss or Damage, Containers and Containerized Cargo

In performing the services covered by this tariff, the Port will not accept responsibility for loss or damage to containers and containerized cargo. All provisions in this subrule are subject to Subrule 227.

The Port will not accept responsibility for concealed damage or loss, nor for the condition of contents of damaged containers when received in that condition from vessel or inland carrier.

SUBRULE 805

Issued: 8/1/00

Schedule of Container Rates :

Effective: 8/1/00

Movement of loaded or empty containers between the container freight yard or special holding area and inland conveyance or between a container freight yard or special holding area and reach of ship's tackle.

Description of service/rate per container:

Gate Charge: \$40.52

Container Rehandling: \$16.54

This rate is on a per move basis.

Handling (Note Hourly Productivity from Below):

00 - 10 Containers:	\$49.00
11 - 14 Containers:	\$43.23
15 - 18 Containers:	\$37.45
19 - 23 Containers:	\$31.68
23 or over Containers:	\$25.89

Wharfage: \$33.08

Rates are in dollars and cents.

Hourly productivity rate is calculated by the gross gang hours for each vessel, excluding standby, no work provided, equipment downtime, meal hour, and any other time deemed appropriate by the Director of Operations divided by the number of containers discharged and loaded. These rates apply to a straight-time week, Monday through Friday, holidays excluded. Overtime differentials and standby apply per tariff Subrule 510.

SUBRULE 810

Issued: 12/21/93

Loading and Unloading Cargo To or From Containers:

Effective: 1/20/94

The Port will load and unload cargo to and from containers on request for the service by appropriate cargo or vessel interest when conditions permit the service to be provided on appropriate premises of the Port. Cargoes shall be billed at the Labor Hour and Equipment Rental rates Subrules 510 and 605.

SUBRULE 815

Issued: 12/21/93

Container Other Services:

Effective: 1/20/94

Unless otherwise specified, labor-hour rates, Subrule 510, plus charges for equipment rental, Subrule 605, as may be required to perform the operation or function, will be charged for making arrangements and providing services not specifically described in this tariff. Charges for materials furnished in connection with services will be assessed at actual cost plus twenty (20) percent.

Examples of labor-hour services are:

- container and chassis repairs.
- attachment or removal of chassis power units for refrigerator containers.
- repairs to container reefer units.
- calibration of container reefer units, when not included herein.
- precooling containers, when not included herein.
- plugging, unplugging, checking reefer units and/or calibration of containers aboard vessel.
- opening and closing of container door at request of U.S. Customs, or other request for visual inspection of empty or loaded containers.
- cleaning of dunnage or debris from containers and disposal of waste.
- other services requested, for which rates are not specified.

SUBRULE 820

Issued: 8/1/00

Container storage:

Effective: 8/1/00

Loaded container received for vessel or inland conveyance, shall be allowed fourteen (14) days free time. Containers received from a vessel, free time will commence at 7:00 a.m. the day following completion of ship's discharge. Containers received from inland conveyance for shipment on a vessel, free time will commence at 7:00 a.m. the day following delivery. When computing free time, Saturdays, Sundays, and Holidays will not be counted.

When storage commences at the expiration of free time, all days will be counted, including the day the container or chassis is removed from the premises.

No free time will be allowed on empty containers received at the terminal for storage only.

Schedule of container storage rates

Description of services & storage per day for 20' AND 24' UNITS:

Containers only:	\$0.79
Chassis only:	\$0.79
Chassis with Container Mounted Thereon:	\$1.58
Minimum Storage Bill:	\$36.75

Description of services & storage per day for 35' AND 40' UNITS:

Containers only:	\$1.58
Chassis only:	\$1.58
Chassis with Container Mounted Thereon:	\$3.15
Minimum Storage Bill:	\$36.75

Rates are in dollars and cents.